



## RESOLUTION

### APPROVING A FIVE-YEAR AGREEMENT WITH THE HUMANE SOCIETY OF GREATER NASHUA CORPORATION FOR ANIMAL IMPOUNDMENT CARE AND MAINTENANCE SERVICES

### *CITY OF NASHUA*

*In the Year Two Thousand and Six*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the attached five-year contract with the Humane Society of Greater Nashua Corporation for animal impoundment care and maintenance services is hereby approved. The funding source for FY '07 will be Account No. 505-81039-6150 "Community & Civic Activities – Human Society Services".

## **CONTRACT FOR SERVICES**

This Agreement is made between the Humane Society for Greater Nashua Corporation (hereinafter referred to as the "Society"), having an address of 24 Ferry Road, Nashua, New Hampshire 03064 and the City of Nashua, (hereinafter referred to as the "City"), a body politic and corporate, having an address of City Hall, 229 Main Street, Nashua, New Hampshire 03060, as follows:

1. The term of this Agreement is five (5) years, commencing upon July 1, 2006, and terminating June 30, 2011.

2. Each of the parties agrees to perform certain functions as set forth herein.

3. The City shall, in its discretion, prosecute all violations of the City Ordinances and state animal laws requiring police action in the Nashua District Court.

4. The procedure for depositing animals impounded by the City at the Society shall be as follows:

- A. Such animals shall be placed in a kennel inside the building. A kennel area is designated for the City's animals.
- B. An impoundment slip will be completed by an agent of the City or the Animal Control Officer containing all the necessary information for the care and maintenance of the animal, including owner information, if known. Said impoundment slip shall be attached to the appropriate kennel.
- C. The Society shall accept the animals impounded by the City or its residents with the exception of wild or feral animals which will not be accepted. The Society shall be deemed to have taken responsibility for such animals when the animals are delivered to the Society, with required information, as aforesaid.

5. The Society shall provide sufficient space for the care and shelter of all animals. The Society shall maintain its facility in good repair.

6. The Society shall provide food and other maintenance needs for those animals in its charge in sufficient quantity as will enable those animals to remain in good health during their stay at the facility.

7. The City will not require the Society to perform the following social services for all stray animals:

- a. Spay/neuter surgeries;
- b. Rabies vaccinations;
- c. Rabies quarantines;
- d. Heartworm tests on dogs;
- e. Feline leukemia/aids tests on cats.

In addition, the City does not impose rigorous adoption criteria be used for adoption determination.

8. The Society shall maintain records of all animals accepted by it.

9. The Society shall be responsible for informing, within a reasonable time period not to exceed 24 hours, the owners of all animals accepted by it from the City and shall be responsible for collecting impoundment care and maintenance fees as established by ordinance of the City of Nashua and/or State of New Hampshire. The Society shall retain all fees for its own purposes.

10. The Society shall become the lawful owner of the unclaimed animals in accordance with applicable state law, currently seven (7) days.

11. The Society shall maintain for the duration of the contract all required insurance coverage. The coverage must be written with an insurance carrier licensed to do business in the State of New Hampshire. The City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. The Society is responsible for filing updated Certificates of Insurance with the City of Nashua Risk Management Department during the life of the contract and must maintain required limits of coverage for the duration of the contract.

The Society shall provide a Certificate of Insurance with evidence of the following Coverage's to the City of Nashua Risk Management Department ten (10) days prior to commencing work under the contract document.

Comprehensive General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate - City of Nashua must be named as an additional insured.

Workers' Compensation as required by statute/Employers' Liability of \$100,000/\$500,000/ \$100,000.

12. Any animal that is received by the Society from the City or a City resident, and which dies while held by the Society, shall be buried free of charge in the City landfill upon delivery to the landfill by the Society.

13. The Society shall keep books and records of its cost for providing the goods and services above to those animals impounded by the City and its agents, which books shall be open for inspection during reasonable business hours by the City or its representatives. The Society shall also keep records of all fees collected and make them open for inspection as above.

14. In instances where a city agent or Animal Control Officer requests that an animal be held by the Society longer than the seven day period as imposed by law for purposes of Court action, the agent of the City or the Animal Control Officer shall notify an agent of the Society as to the Court date, thus allowing the Society to appear in Court for the purposes of requesting restitution for services rendered from the owner of said animal.

15. The City shall pay the Society per month for goods and services to be provided by the Society to the City pursuant to this Agreement the amount of \$7,016.67 per month commencing July 1, 2006 through June 30, 2007. The City shall pay the Society per month for goods and services to be provided by the Society to the City pursuant to this Agreement the amount of \$7,756.83 per month commencing July 1, 2007 through the remainder of the contract June 30, 2011. Said payment shall be inclusive of all costs thereof.

Date: \_\_\_\_\_

THE HUMANE SOCIETY  
FOR GREATER NASHUA CORPORATION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF NASHUA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_